BILL NO. S-83-05-23

SPECIAL ORDINANCE NO. S-105-83

AN ORDINANCE approving a contract by the City of Fort Wayne by and through its Board of Public Works and Brooks Construction Co., Inc., for Improvement Resolution 5968-83.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Brooks Construction Co., Inc., for Improvement Resolution 5968-83, is hereby ratified and affirmed and approved in all respect. The work under said Contract requires:

Improvement Resolution No. 5968-83 is for resurfacing and restoring pavement as designated on the following streets to be known as: 1. EASTWICK DR. - from the east pavement line of Reed Rd. to the west curb line of Preston Dr. 2. LASALLE ST. - from the east curb line of Lafayette St. to the west curb line of Hanna St. 3. MASTERSON AVE. from the east curb line of Lafayette St. to the west curb line of Hanna St. 4. MONROE ST. - from the north curb line of LaSalle St. to the north property line of Wallace St. 5. CLAY STREET - from the north property line of Wallace Street to the north curb line of LaSalle St. 6. CREIGHTON AVE. - from the west curb line of Lafayette St. to the west property line of Harrison Street. 7. NORTHCREST DRIVE - from the north curb line of Warwick Ave. to the east curb line of Cartmouth Drive. 8. SHERBORNE BLVD. - from the north curb line of State Blvd. to the south curb line of Vance Ave. 9. WAYNE TRACE - from the east curb line of Anthony Blvd. to the south curb line of New Haven Ave;

the Contract price is Two Hundred Thirty-Seven Thousand Four Hundred Fifty-Eight and No/100 Dollars ($237,458.00).

SECTION 2. Prior approval was received from Council with respect to this Contract on March 21, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__, at ______ o'clock __M., E.S.T.

DATE: 5-24-83 Sandra E. Kennedy CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 6-14-83 Sandra E. Kennedy - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-105-83 on the 14th day of June, 1983.

ATTEST: (SEAL)

Sandra E. Kennedy CITY CLERK

Roy A. Eisbart PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of June, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy CITY CLERK

Approved and signed by me this 16th day of June 1983, at the hour of 2 o'clock P.M., E.S.T.

[signature]
WIN MOSES, JR. - MAYOR

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING 5-24-83
RATIFICATION 6-14-83

CONTRACT

73-32-9
5/11/83

This Agreement, made and entered into this 11 day of May, 1983

by and between ------------- BROOKS CONSTRUCTION CO., INC. -----------------------

------------------ 1123 Barthold Street, Fort Wayne, Indiana ------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
Improvement Resolution No. 5968-83
prove by resurfacing and restoring pavement on the following streets: (1) Eastwick Dr., (2) Lasselle St., (3) Masterson Ave., (4) Monroe St., (5) Clay St., (6) Creighton Ave., (7) Northcrest Dr., (8) Sherborne Blvd., (9) Wayne Trace.

SEE ATTACHED IMPROVEMENT RESOLUTION FOR LIMITS.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXXX~~ feet with ~~XXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5968-83 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Pavement Removal	One dollar and thirty-seven cents per square yard	1.37
H.A.C. #9 Binder	Twenty dollars and thirty-five cents per ton	20.35
H.A.C. #11 Binder	Twenty-two dollars and thirty-five cents per ton	22.35
H.A.C. A-2 Surface	Twenty-five dollars and five cents per ton	25.05
Joint & Crack Sealer	Six hundred and fifty dollars and no cents per ton	650.00
C.B.'s - Adjust & Set to Grade	One hundred and twenty-five dollars and no cents per each	125.00
M.H.'s - Adjust & Set to Grade	One hundred and twenty-five dollars and no cents per each	125.00
C.B. & Inlets - Repair, Adjust & Set to Grade (See Special Provisions)	One hundred and eighty-five dollars and no cents per each	185.00
Curb Removal	Two dollars and no cents per lineal foot	2.00
New Curb - Type IIB	Ten dollars and no cents per lineal foot	10.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5968-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Aug. 1, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19__ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 11 day of May, 1983

ATTEST:

[signature]

Corporate Secretary

BROOKS CONSTRUCTION CO., INC.

BY: Robert F. Brooks

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signature]

[signature]

Betty R. Collins

Its Board of Public Works and Mayor.

ATTEST:

Sandra E. Kennedy

Secretary and Clerk

BASE TOTAL	One hundred and ninety-five thousand, eight dollars and no cents	$195,008.00
ALTERNATE:		
Water Valves - Adjust & Set to Grade	Sixty-five dollars and no cents per each	65.00
Standard C.B.'s - Type I (Complete In Place)	One thousand, two hundred dollars and no cents per each	1,200.00
Standard Inlets - Type I (Complete In Place)	Six hundred and fifty dollars and no cents per each	650.00
ALTERNATE TOTAL	Forty-two thousand, four hundred and fifty dollars and no cents	42,450.00
TOTAL	Two hundred and thirty-seven thousand, four hundred and fifty-eight dollars and no cents	$237,458.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

<u>15-13-2 Mandatory Covenants</u>. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we BROOKS CONSTRUCTION CO., INC. as Principal, and the American States Insurance Company ______________________, a corporation organized under the laws of the State of Indiana, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of TWO HUNDRED AND THIRTY-SEVEN THOUSAND, FOUR HUNDRED AND FIFTY-EIGHT DOLLARS AND NO CENTS ---------------------------- ($ 237,458.00--------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 11 day of May, 1983, enter into a contract with the City of Fort Wayne ~~to construct~~
Improvement Resolution No. 5968-83

To improve by resurfacing and restoring pavement on the following streets:

(1) Eastwick Dr.
(2) Lasselle St.
(3) Masterson Ave.
(4) Monroe St.
(5) Clay St.
(6) Creighton Ave.
(7) Northcrest Dr.
(8) Sherborne Blvd.
(9) Wayne Trace.

SEE ATTACHED IMPROVEMENT RESOLUTION FOR LIMITS.

at a cost of $ 237,458.00------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

BROOKS CONSTRUCTION CO., INC.
(Contractor)

BY: Robert F. [signature]

ITS: President

ATTEST: [signature]

Sec.
(Title)

AMERICAN STATES INSURANCE COMPANY
Surety

*BY: N. Richard Boerger [signature]
Authorized Agent
(Attorney-in-Fact)
N. RICHARD BOERGER

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

------------------ BROKS CONSTRUCTION CO., INC. ------------------------------
(Name of Contractor)

------------------- 1123 Barthold Street, Ft. Wayne, Ind. ---------------------
(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and American States Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of TWO HUNDRED AND THIRTY-SEVEN THOUSAND, FOUR HUNDRED AND FIFTY-EIGHT DOLLARS AND NO CENTS ------------------ for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 11 day of May, 1983, for the construction of:

Improvement Resolution No. 5968-83

To improve by resurfacing and restoring pavement on the following streets:

(1) Eastwick Drive,
(2) Lasselle St.,
(3) Masterson Ave.,
(4) Monroe St.,
(5) Clay St.,
(6) Creighton Ave.,
(7) Northcrest Dr.,
(8) Sherborne Blvd.,
(9) Wayne Trace.

SEE ATTACHED IMPROVEMENT RESOLUTION FOR LIMITS.

at a cost of TWO HUNDRED AND THIRTY-SEVEN THOUSAND, FOUR HUNDRED AND FIFTY-EIGHT DOLLARS AND NO CENTS --
($ 237,458.00--------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 11 day of May, 1983.

(SEAL)

ATTEST:

[signature]
(Principal), Secretary

Donna M. Alles
Witness as to Principal

3126 Trenton Court
(Address)
Ft Wayne, In 46808

Jeanine M. Brodfield
Witness as to Surety
P.O. Box 62
(Address)
Yoder, In. 46798

BROOKS CONSTRUCTION CO., INC.
Principal
BY Robert L Brooks
President
(Title)
1123 Barthold Street
(Address)
Ft. Wayne, In. 46808

AMERICAN STATES INSURANCE COMPANY
Surety
BY N. Richard Boerger
Attorney-in-Fact
(Authorized Agent)
N. RICHARD BOERGER
NORMAN A. BOERGER INSURANCE
222 WEST BERRY STREET
FORT WAYNE, INDIANA 46802
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

BILL NO. S-83-05-23

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a contract by the City of Fort Wayne by and through its Board of Public Works and Brooks Construction Co., Inc., for Improvement Resolution 5968-83

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN	Samuel J. Talarico
VICTURE L. SCRUGGS, VICE CHAIRMAN	Victure Scruggs
MARK E. GiaQUINTA	Mark E. G
PAUL M. BURNS	Paul M. Burns
ROY J. SCHOMBURG	R. J. Schomburg

Concurred in 6-14-83 Sandra E. Kennedy

S-83-05-23 6285

Admn. Appr.

TITLE OF ORDINANCE Contra[illegible]mprovement Res. #5968-83 Brooks Construction Co., Inc.
Contractor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Improvement Resolution No. 5968-83 is for resurfacing & restoring pavement as designated on the following streets to be known as: 1. EASTWICK DR. - from the east pavement line of Reed Rd. to the west curb line of Preston Dr. 2. LASSELLE ST. - from the east curb line of Lafayette St. to the west curb line of Hanna St. 3. MASTERSON AV from the east curb line of Lafayette St. to the west curb line of Hanna St. 4. MONROE ST. - from the north curb line of Lasselle St. to the north property line of Wallace St. 5. CLAY STREET - From the north property line of Wallace Street to the north curb line of Lasselle St. 6. CREIGHTON AVE. - From the west curb line of Lafayette St. to the west property line of Harrison Street. 7. NORTHCREST DRIVE - From the north curb line of warwick Ave. to the east curb line of Cartmouth Drive. 8. SHERBORNE BLVD. - From the north curb line of State Blvd. to the south curb line of Vance Ave. 9. WAYNE TRACE - from the east curb line of Anthony Blvd. to the south curb line of New Haven Ave. Contractor is Brooks Const. Co.

PRIOR APPROVAL 3/21/83

EFFECT OF PASSAGE Improvement in the above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $237,458.00

ASSIGNED TO COMMITTEE